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266 NLRB No. 58

D--9747
Kent, OH

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

KENT UPHOLSTERY COMPANY AND
LYNN ARDEN INTERIORS, INC.

and

BROTHERHOOD OF RAILWAY,
AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES

Cases 8--CA--15528,
8--CA--15805, and
8--CA--15834

DECISION AND ORDER

Upon charges filed on February 16 and June 15 and 23, 1982, by Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, herein called the Union, and duly served on Kent Upholstery Company and Lynn Arden Interiors, Inc., herein called Respondent, the General Counsel of the National Labor Relations Board, by the Acting Regional Director for Region 8, issued an amended consolidated complaint on July 28, 1982, against Respondent, alleging that Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (3), and (5) and Section 2(6) and (7) of the National Labor Relations Act, as amended. Thereafter, on September 17 the Acting Regional Director for Region 8 issued an order consolidating cases, second amended consolidated complaint and notice of consolidated

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hearing. Copies of the charges and the amended consolidated complaints and notice of consolidated hearing before an administrative law judge were duly served on the parties to this proceeding.

On October 7, 1982, after having filed answers to the complaint and to the amended consolidated complaint, Respondent filed a document with the Regional Office stating that it wished to withdraw those answers and that it would not file an answer to the second amended complaint. On October 12, 1982, counsel for the General Counsel filed directly with the Board a Motion for Summary Judgment. Subsequently, on October 18, 1982, the Board issued an order transferring the proceeding to itself and a Notice To show Cause why the General Counsel's Motion for Summary Judgment should not be granted. Respondent did not file a response to the Notice To Show Cause and the averments of the Motion for Summary Judgment and the attached supporting exhibits and certifications stand uncontroverted.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Upon the entire record in this proceeding, the Board makes the following:

Ruling on the Motion for Summary Judgment

Section 102.20 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, provides as follows:

The respondent shall, within 10 days from the service of the complaint, file an answer thereto. The respondent shall specifically admit, deny, or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown.

The second amended consolidated complaint and the notice of consolidated hearing served on Respondent specifically states that unless an answer to the complaint is filed by Respondent within 10 days service thereof "all of the allegations in the Second Amended Consolidated Complaint shall be deemed to be admitted to be true and may be so found by the Board." Further, according to Exhibit I submitted by counsel for the General Counsel, on October 7, 1982, Respondent filed with the Regional Office a document stating that it wished to withdraw its previous answers, and that no answer would be filed to the second amended complaint. In accordance with the rule set forth above, the allegations of the second amended consolidated complaint are deemed to be admitted to be true. We, accordingly, find as true all allegations of the complaint and grant the Motion for Summary Judgment. On the basis of the entire record, the Board makes the following:

Findings of Fact

I. The Business of Respondent

1. Respondent Kent Upholstery Company is an Ohio corporation with its main office located in Kent, Ohio.

Respondent is engaged in the manufacture and reupholstery of home furnishings.

2. Respondent Lynn Arden Interiors, Inc., is an Ohio corporation engaged in providing interior decorating services on a retail basis to its clients at its Kent, Ohio, facility.

3. Respondent Kent and Respondent Lynn Arden are, and at all times material herein have been, affiliated businesses with common officers, ownership, facilities, directors, operators, management, and supervision; have formulated and administered a common labor policy affecting employees of these operations; have made sales to and provided services to each other; have interchanged personnel with each other; and, at all times material, have been a single integrated business enterprise and/or a joint employer.

4. Annually, in the course and conduct of its business Respondent purchases and receives at its Ohio facilities products, goods, and materials directly from points located outside the State of Ohio and purchases and receives at its Kent, Ohio, facility products, goods, and materials from other enterprises, including Earl Koch & Sons, located within the State of Ohio, each of which other enterprises receives those products, goods, and materials directly from outside the State of Ohio. These products, goods, and materials are valued in excess of \$50,000.

5. Annually, in the course and conduct of its business Respondent sells and ships from its Ohio facilities products, goods, and materials directly to points located outside the State

of Ohio and sells and ships from its Kent, Ohio, facility products, goods, and materials and provides services directly to other enterprises located within the State of Ohio, which meet the Board's jurisdictional standards on an other than an indirect inflow or outflow basis. The value of these goods exceeds \$50,000.

We find, on the basis of the foregoing, that Respondent is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction.

II. The Labor Organization Involved

Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees is a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

1. The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All upholsterers, cutters, sewers, cushion makers, seamstresses, springers, trimmers, inspectors, truck driver and truck driver helper, excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

2. On October 20, 1980, the Union was certified as the exclusive bargaining representative of the employees in the unit described above and by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of all employees in that unit for the purpose of collective bargaining with

of Ohio and sells and ships from its Kent, Ohio, facility products, goods, and materials and provides services directly to other enterprises located within the State of Ohio, which meet the Board's jurisdictional standards on an other than an indirect inflow or outflow basis. The value of these goods exceeds \$50,000.

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III. The Unfair Labor Practices

1. The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All upholsterers, cutters, sewers, cushion makers, seamstresses, springers, trimmers, inspectors, truck driver and truck driver helper, excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

2. On October 20, 1980, the Union was certified as the exclusive bargaining representative of the employees in the unit described above and by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of all employees in that unit for the purpose of collective bargaining with

respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

3. At all times since October 20, 1980, Respondent Kent has recognized the Union as the exclusive collective-bargaining representative of the employees in the unit described above with respect to their rates of pay, wages, hours of employment, and other terms and conditions of employment.

4. The Union and Respondent Kent were parties to a collective-bargaining agreement which, by its terms, expired on April 30, 1982, and was extended by agreement of the parties until May 7, 1982.

5. At all times material the following persons occupied the positions opposite their names and have been, and are now, agents of Respondent, acting on its behalf, and are supervisors within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

Arden Kackley	-	Owner
Ellen Kackley	-	Owner
Doug Filing	-	Plant Manager
Richard Lane	-	Supervisor

6. On or about January 6, 1982, Respondent promulgated, and has maintained, the following rules for its employees prohibiting:

A. Soliciting or collecting contributions for any purpose whatsoever on company time in work areas without the approval of the management.

B. Distributing of literature, written, or printed matter of any description on company time or in work areas not incidental to company business.

7. (A) On an unknown date in May 1982, Respondent, by Doug Filing, at Respondent's facility, stated to an employee that a

fellow employee would be terminated because of her activities on behalf of the Union.

(B) On May 17, 1982, Respondent, by Doug Filing, at Respondent's facility, stated to an employee that a fellow employee would be terminated because of her activities on behalf of the Union.

(C) On an unknown date in April 1982, Respondent, at Respondent's facility, by Doug Filing, solicited an employee's signature on a decertification petition.

(D) On an unknown date in April 1982, Respondent, by Doug Filing, at Respondent's facility, stated to an employee that any employees who helped decertify the Union would receive a pay increase.

(E) On an unknown date in May 1982, Respondent, by Doug Filing, at Respondent's facility, stated to an employee that employees would receive a pay increase after the Union was decertified.

(F) On May 17, 1982, Respondent, by Doug Filing, at Respondent's facility, stated to an employee that the employee would receive a pay increase if the Union were decertified.

(G) On June 28, 1982, Respondent, by Doug Filing, at Respondent's facility, interrogated an employee regarding her union and/or protected concerted activities.

8. (A) On or about June 18, 1982, Respondent terminated employee Norma Revels and at all times since then Respondent has refused to reinstate her to her former or substantially equivalent position.

(B) Respondent engaged in the conduct described above because Revels had, or Respondent believed she had, joined, supported, favored, or assisted the Union and/or engaged in concerted activity for the purpose of collective bargaining and other mutual aid or protection and/or in order to discourage employees from engaging in those activities or other concerted activities for the purposes of collective bargaining or other mutual aid or protection.

9. (A) On or about January 6, 1982, Respondent established a requirement that an employee work no less than 1,800 hours from June 1 to June 1 of any vacation period to earn full vacation pay.

(B) Since on or about August 16, 1981, and at all times thereafter, Respondent established wage rates for employees hired as apprentices.

(C) Respondent engaged in the acts and conduct described above without prior notice to the Union and without having afforded the Union an opportunity to negotiate and bargain as the exclusive representative of Respondent's employees with respect to such acts and conduct.

10. (A) Article XXI of the collective-bargaining agreement referred to in paragraph 4 provides that:

The Company voluntarily agrees to deduct once each month, as per the schedule which follows, Union initiation fees and monthly dues from the wages of such members of the Union as individually and voluntarily certify in writing that they authorize the Company to make such deduction.

(B) In or about mid-November 1981, the Union provided Respondent written authorizations as required by the above provision.

(C) Since in or about mid-November 1981, and at all times thereafter, Respondent has failed and refused to remit to the Union the dues deducted from employees' wages although the Union has continuously requested Respondent to do so.

11. On or about April 29, 1982, Respondent demanded, as a condition of entering into any collective-bargaining agreement, that the Union agree to allow Respondent to terminate employee Norma Revels.

12. (A) On or about May 1, 1982, Respondent and the Union agreed to specific language regarding the following provisions and agreed that said provisions would be included in a collective-bargaining agreement:

- (i) Article II which sets forth a no-strike/no-lockout provision,
- (ii) Article V which pertains to seniority rights,
- (iii) Article VI which pertains to layoff and recall procedures,
- (iv) Article VII which sets forth employee attendance requirements,
- (v) Article VIII which pertains to promotions,
- (vi) Article XIII which pertains to work week, hours of work and overtime,
- (vii) Article XIV which pertains to the composition and rights of the Union's shop committee and stewards,
- (viii) Article XV which pertains to benefits,
- (ix) Article XVI which pertains to starting and break times,
- (x) Article XVII which sets forth a grievance procedure,
- (xi) a provision setting forth a pay scale and training period for new employees, and

(xii) Article XX pertaining to union dues checkoff authorization.

(B) On or about June 3, 1982, Respondent withdrew its agreement to the above proposals.

13. Since on or about June 8, 1982, Respondent has unlawfully subverted, and/or attempted to subvert, the authority and status of the Union's bargaining committee and unlawfully intruded into the internal affairs of the Union and its relationship to its members by refusing to allow Shop Steward Norma Revels to attend negotiating sessions.

14. (A) On an unknown date in mid-May 1982, Respondent, by Doug Filing, at Respondent's facility, bypassed the Union and dealt directly with its employees in the unit described above by negotiating pay rates with an employee.

(B) On or about May 17, 1982, in two incidents, Respondent, by Doug Filing, at Respondent's facility, bypassed the Union and dealt directly with its employees in the unit described above by promising an employee a pay increase.

15. (A) On or about May 4, 1982, Respondent informed the Union it was changing negotiators when it in fact had not.

(B) In negotiating sessions at Respondent's facility on June 3 and 8, 1982, Respondent, by Doug Filing, after withdrawing its approval of the provisions set forth in paragraph 12 and stating that negotiators were the least of its concerns, made numerous new and more onerous proposals, including the following:

(i) That Article II, Management Rights be expanded to allow Respondent the unilateral right to determine training periods, the content of job classifications and to establish all rules and regulations.

- (ii) That Article III contain a 'no-strike' provision, but that a 'no-lockout' provision be deleted.
- (iii) That Article VI contain language allowing part-time employees to be hired to do the work of laid-off full-time employees and language allowing supervisors to decide who will be laid off regardless of employee seniority.
- (iv) That Respondent be given the unilateral right to establish wage rates for newly hired employees.

(C) Respondent, by Doug Filing in a 'take it or leave manner,' stated that all its proposals must be agreed to, as presented, or Respondent would consider negotiations to be at impasse.

16. Respondent, by the acts described in paragraphs 7(C), (D), (E), 11, 12, 13, 14, and 15 and their subparagraphs, has engaged in a course of conduct including, but not limited to, evasive, dilatory, obstructive, and other similar actions, having for its real objective the avoidance of reaching a collective-bargaining agreement with the Union, and discouraging employees from engaging in union and/or protected concerted activities for the purpose of collective bargaining or other mutual aid or protection.

17. By the acts described above in paragraphs 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, and their subparagraphs, and by each of those acts, Respondent did interfere with, restrain, or coerce, and is interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them in

Section 7 of the Act, and did thereby engage in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

18. By the acts described in paragraph 8, and its subparagraphs, and for the reasons set forth therein, Respondent did discriminate, and is discriminating, in regard to hire, tenure, or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization and Respondent did thereby engage in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(3) of the Act.

19. By the acts described in paragraphs 7(C), (D), (E), (F), 9, 10, 11, 12, 13, 14, 15, and 16, and their subparagraphs, and for the reasons set forth therein, Respondent has refused to bargain collectively, and negotiate in good faith, and is refusing to bargain collectively and negotiate in good faith with the Union, as the representative of its employees in the unit described above and did thereby engage in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) of the Act.

IV. The Effects of the Unfair Labor Practices Upon Commerce

The activities of Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that Respondent has engaged in and is engaging in unfair labor practices we shall order that it cease and desist therefrom and to take other actions designed to effectuate the purposes and policies of the Act.

The Board, upon the basis of the foregoing facts and the entire record, makes the following:

Conclusions of Law

1. Kent Upholstery Company and Lynn Arden Interiors, Inc., are employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees is a labor organization within the meaning of Section 2(5) of the Act.

3. By engaging in the conduct described in section III, paragraphs 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By engaging in the conduct described in section III, paragraph 8, Respondent has engaged in and is engaging in an unfair labor practice within the meaning of Section 8(a)(3) of the Act.

5. By engaging in the conduct described in section III, paragraphs 7(C), (D), (E), (F), 9, 10, 11, 12, 13, 14, 15, and 16, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Kent Upholstery Company and Lynn Arden Interiors, Inc., Kent, Ohio, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Promulgating and maintaining any rules or regulations prohibiting employees from soliciting during nonworking time, or from distributing literature during nonworking time or in nonwork areas.

(b) Stating to employees that other employees will be terminated because of their union activities.

(c) Soliciting employee signatures on decertification petitions.

(d) Promising employees pay increases if they help decertify the Union or promising employees pay increases when or if the Union is decertified.

(e) Interrogating employees regarding their union and/or protected concerted activities.

(f) Discharging employees because they have, or Respondent believed they have, joined, supported, favored, or assisted the Union and/or engaged in other protected concerted activities for

the purpose of collective bargaining or other mutual aid or protection.

(g) Unilaterally establishing wage rates or other terms and conditions of employment without notifying the Union and affording the Union the opportunity to bargain with respect to those acts.

(h) Failing and refusing to remit to the Union dues deducted from employees' wages pursuant to article XXI of the collective-bargaining agreement.

(i) Demanding, as a condition of entering into a collective-bargaining agreement, that the Union agree to allow Respondent to terminate employee Norma Revels.

(j) Refusing to bargain collectively in good faith concerning wages, hours, and other terms and conditions of employment with the Union, as the exclusive bargaining representative of the employees in this appropriate unit:

All upholsterers, cutters, sewers, cushion makers, seamstresses, springers, trimmers, inspectors, truck driver and truck driver helper, excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

(k) Refusing to allow Norma Revels, or any other employee designated by the Union, to attend negotiating sessions.

(l) Bypassing the Union, as the exclusive representative of the employees in the above appropriate unit, and dealing directly with the employees over rates of pay, wages, hours, and other terms and conditions of employment.

(m) Insisting that all its proposals be agreed to or it would consider negotiations to be at impasse.

(n) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Rescind its unlawful no solicitation/no distribution rules.

(b) Offer Norma Revels immediate and full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed, and make her whole for any loss of earnings she may have suffered due to the discrimination practiced against her by paying her a sum equal to that which she would have earned, less any net interim earnings, plus interest, F. W. Woolworth Company, 90 NLRB 289 (1950), with interest computed in accordance with Florida Steel Corporation, 231 NLRB 651 (1977).¹

(c) Expunge from its records any reference to the unlawful discharge of Norma Revels and provide written notice to her that its unlawful conduct will not be used as a basis for further personnel actions.

(d) Upon the Union's request, rescind any or all unilateral changes in wage rates or other terms and conditions of employment, making payments as necessary to restore the status

¹ See, generally, Isis Plumbing & Heating Co., 138 NLRB 716 (1962).

quo ante, plus interest, Ogle Protection Service, Inc., 183 NLRB 682 (1970), with interest computed in accordance with Florida Steel Corporation, 231 NLRB 651 (1977).

(e) Reimburse the Union for all membership dues it has not received as a result of Respondent's failure and refusal to deduct and transmit dues to the Union since mid-November 1981, plus interest computed in accordance with Florida Steel Corporation, supra, with respect to employees who have signed and authorized such deductions in writing.

(f) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(g) Upon request, bargain with the Union, as the exclusive representative of all employees in the bargaining unit described above, with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

(h) Post at its Kent, Ohio, facility copies of the attached notice marked "'Appendix.'"² Copies of said notice, on forms provided by the Regional Director for Region 8, after being duly signed by Respondent's representative, shall be posted by

² In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "'POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD'" shall read "'POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.'"

Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(i) Notify the Regional Director for Region 8, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

Dated, Washington, D.C. March 7, 1983

John C. Miller, Chairman

Howard Jenkins, Jr., Member

Don A. Zimmerman, Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

WE WILL NOT promulgate and maintain any rules or regulations prohibiting employees from soliciting during nonworking time, or from distributing literature during nonworking time in nonwork areas.

WE WILL NOT tell our employees that other employees will be terminated because of their union activities.

WE WILL NOT solicit employee signatures on decertification petitions.

WE WILL NOT promise employees pay increases if they help decertify the Union or promise employees pay increases when or if the Union is decertified.

WE WILL NOT interrogate employees regarding their union and/or protected concerted activities.

WE WILL NOT discharge employees because they have, or we believe they have, joined, supported, favored, or assisted the Union and/or engaged in other protected concerted activities for the purpose of collective bargaining or other mutual aid or protection.

WE WILL NOT unilaterally establish wage rates or other terms and conditions of employment without notifying the Union and affording the Union the opportunity to bargain with respect to such acts.

WE WILL NOT demand, as a condition of entering into a collective-bargaining agreement, that the Union agree to allow us to terminate employee Norma Revels.

WE WILL NOT refuse to bargain collectively in good faith concerning wages, hours, and other terms and conditions of employment with the Union as the exclusive bargaining representative of the employees in this appropriate unit:

All upholsterers, cutters, sewers, cushion makers, seamstresses, springers, trimmers, inspectors, truck driver and truck driver helper, excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

WE WILL NOT refuse to allow Norma Revels, or any other employee designated by the Union, to attend negotiating sessions.

WE WILL NOT bypass the Union, as the exclusive representative of the employees in the above appropriate unit, and deal directly with the employees over rates of pay, wages, hours, and other terms and conditions of employment.

WE WILL NOT insist that all our proposals must be agreed to or we will consider negotiations to be at impasse.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL rescind our unlawful no solicitation/no distribution rules.

WE WILL offer Norma Revels immediate and full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed, and WE WILL make her whole for any loss of earnings, with interest.

WE WILL expunge from our records any reference to the unlawful discharge of Norma Revels and provide written notice to her that our unlawful conduct will not be used as a basis for further personnel actions.

WE WILL, upon the Union's request, rescind any or all unilateral changes in wage rates or other terms and conditions of employment, making payments as necessary to restore the status quo ante, with interest.

WE WILL reimburse the Union for all membership dues it has not received as a result of our failure and refusal to deduct and transmit dues to the Union since mid-November 1981, with interest.

WE WILL, upon request, bargain with the Union, as the exclusive representative of all employees in the bargaining unit described above, with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

KENT UPHOLSTERY COMPANY AND
LYNN ARDEN INTERIORS, INC.

(Employer)

Dated ----- By -----
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Anthony J. Celebrezze Federal Building, 1240 East Ninth Street, Room 1695, Cleveland, Ohio 44199, Telephone 216--522--3733.